

CUSTOMER Alaska Copper & Brass

REFER TO:

JOB NO: 41095

P.O. NUMBER A5953

DATE: 14 June 85

DATE RECEIVED 6/14/85 VIA ADL

EQUIPMENT DESC. _____

SHIP
TO:

Alaska Copper & Brass
3223 6th Ave S
SEATTLE WA 98134

MANUF. _____

MODEL _____

SERIAL NO. _____

BILL
TO:

Same

IF YOU DESIRE FURTHER
INFORMATION, PLEASE CONTACT

J. Sowers
TELEPHONE: 854-0211

DATE MAILED: 6/14/85

Shop

GENERAL ELECTRIC



**GENERAL ELECTRIC COMPANY
SEATTLE SERVICE DIVISION
1031 FOURTH AVENUE NORTH
KENT, WASHINGTON 98031
TEL. (206) 854-0211**

WE ACKNOWLEDGE RECEIPT OF YOUR ORDER AND/OR MATERIAL AS LISTED ABOVE,

SUBJECT TO OUR STANDARD CONDITIONS AS STATED ON THE REVERSE SIDE.

TERMS: NET DUE UPON RECEIPT OF INVOICE

ACKNOWLEDGMENT - CUSTOMER COPY

CONDITIONS FOR REPAIR, INSPECTION, MAINTENANCE, MODIFICATION, TEST OR RENTAL SERVICE

1. WARRANTY

- a. **Warranty Period.** This warranty shall apply only to defects appearing within one year from the date of completion of the service by the Company. As to services performed on instrumentation, communication, X-ray or control devices, the warranty period is 90 days from completion of the service, unless otherwise specified.
- b. **Warranty On Repair, Rebuild, Modification.** General Electric Company (herein called the Company) warrants to the Customer that the equipment, material and components and the repair, rebuild or modification services furnished hereunder will be free from defects in material or workmanship and will be of the kind and quality specified in the contract. The conditions of any tests shall be mutually agreed upon and the Company shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of the Company and (b) the Customer promptly notifying the Company of any defects and, if required, promptly making the equipment available for correction.
If any equipment, material, component or service fails to meet the foregoing warranties, the Company shall thereupon correct any such failure either, at its option, (i) by repairing any defective equipment, material, component or service; or (ii) by making available F.O.B. the Company's plant or other point of shipment any necessary repaired or replacement parts.
- c. **Warranty On Rentals.** With respect to rental service, the Company warrants to the Customer only that rental equipment when delivered is in good operating condition. If the equipment delivered hereunder is not in good operating condition due to no fault of the Customer and the Customer notifies the Company promptly, the Company shall thereupon (at its option) either repair the equipment or supply replacement equipment, subject to availability.
- d. **Warranty On Inspection, Test, Calibration, Maintenance, Consultation.** With respect to inspection, testing, calibration, maintenance or consultation services for which the Company is separately compensated, the Company warrants only that the services will be performed in accordance with accepted industry practice. If any service fails to meet the foregoing warranty, the Company shall re-perform the service to the same extent and on the same conditions as the original service.
- e. **Warranty Stated Above Is Exclusive.** The preceding paragraphs set forth the exclusive remedies for claims (except as to title) based on failure of or defect in equipment, material, components or services, whether claim is made in contract or tort (including negligence) and however instituted, and, upon the expiration of the warranty period, all such liability shall terminate. Except as set forth in Article 2, "Patents", the foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. **NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE SHALL APPLY,** nor shall the Company be liable for any loss or damage whatever by reason of its failure to discover, report, repair or modify latent defects or defects inherent in the design of any equipment.
The Company does not warrant any equipment, material, components or services of others which the Customer has designated.
Where a failure cannot be corrected by the Company's reasonable efforts, the parties will negotiate an equitable adjustment in price. All decontamination work necessary for the correction of defects shall be performed by the Customer at the Customer's expense.
- f. **Waiver of Warranty Claims.** Any claim that the furnishing of any equipment, material, components or services hereunder is a warranty or other obligation of the Company, in whole or in part, must be made in writing prior to, or at, the time the equipment, material, components or services are ordered. Failure to do so notify the Company shall constitute a waiver of any such claim.

2. PATENTS

The Company may, in the performance of this contract, furnish or install equipment, components, materials and supplies which may be (a) standard commercial products of the Company, (b) purchased from other sources, (c) manufactured by the Company to meet the specific circumstances arising under this contract, and (d) manufactured by the Company to the requirements of the Customer's instructions, designs, or specifications.

Items in categories (b), (c), and (d), are furnished by the Company in accord with the exigencies and needs of the particular contract and under circumstances which do not ordinarily admit of investigation of possible risks arising under patents. The Company, therefore, assumes no obligation to the Customer with respect to such risks.

As to items in category (a), the Company warrants that products furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and assistance, the Company shall defend, or may settle, at its expense, and suit or proceeding against the Customer so far as based on a claimed infringement which would result in a breach of this warranty and the Company shall pay all damages and costs awarded therein against the Customer due to such breach. In case any product or part thereof is in such suit held to constitute such an infringement and the use for the purpose intended of said product or part is enjoined, the Company shall, at its expense and option, either procure for the Customer the right to continue using said product or part, or replace same with a non-infringing product or part, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by the Customer. The foregoing states the entire liability of the Company for patent infringement by said products or any part thereof.

In the case of rental equipment the Company may, at any time after it becomes aware of a possible infringement, elect to require that the equipment be returned and excuse the Customer from further rental payments. The foregoing states the entire liability of the Company for patent infringement by rental equipment.

3. DELIVERY

Completion dates are approximate, and are based upon prompt receipt of the equipment, or ready access to it if it is to be worked on at the Customer's premises, and prompt receipt of all necessary information. In the case of rental equipment, shipping dates quoted are based on rental stocks available at the time of quotation and are therefore subject to prior rentals. Unless otherwise specified by the Company, all shipments are F.O.B. the Company's plant.

4. EXCUSABLE DELAYS

The Company will notify the Customer promptly of any material delay and will specify the revised delivery date as soon as practicable. The Company shall not be liable for any delay in delivery or performance, or for any failure to manufacture, deliver or perform due to (i) any cause beyond its reasonable control, or (ii) any act of God, act of the Customer, act of civil or military author-

ity, governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of any cause beyond the reasonable control of the Company to obtain necessary materials, components, services or facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.

5. PAYMENTS AND FINANCIAL CONDITION

Unless otherwise specified by the Company in its quotation, pro rata payments shall become due without setoff as shipments are made or as work completed at the Customer's premises. If the Company consents to delay shipments after completion of any work, payment shall become due on the date when the Company is prepared to make shipment. If the work to be performed hereunder is delayed by the Customer, payment shall be made based on the purchase price and the percentage of completion. Equipment held for the Customer shall be at the risk and expense of the Customer.

Any order for services by the Customer shall constitute a representation that the Customer is solvent. In addition, upon the Company's request, the Customer will furnish a written representation concerning its solvency at any time prior to shipment.

If the financial condition of the Customer at any time does not, in the judgment of the Company, justify continuance of the work to be performed by the Company hereunder on the terms of payment agreed upon, the Company may require full or partial payment in advance. In the event of bankruptcy or insolvency of the Customer or in the event any proceeding is brought against the Customer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, the Company shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges.

The Company, at its option, may retain possession of equipment repaired, modified, inspected, tested, maintained or serviced under this contract until its charges for such services are paid. If such charges are not paid within 90 days following completion of the work and invoicing the Customer, the Company may, upon not less than 7 days written notice by certified mail to the Customer at the Customer's last known address, sell the equipment at public or private sale and apply the net proceeds to the Company's charges.

6. TITLE

All scrap resulting from the work shall be the property of the Company, and title to all rental equipment shall remain with the Company. The title and right of possession of equipment repaired, modified, inspected, tested or maintained under this contract shall remain with the Customer, subject to any applicable lien rights of the Company and to its right of sale in the event of nonpayment as provided in the preceding paragraph.

7. TAXES

In addition to any price specified herein, the Customer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any product or service furnished hereunder or to its use by the Company or the Customer, or the Customer shall furnish the Company with a tax-exemption certificate acceptable to the taxing authorities.

8. LIMITATIONS OF LIABILITY AND INDEMNITIES

(a) Unless otherwise agreed in writing by a duly authorized representative of the Company, equipment repaired, inspected, maintained, modified, tested, rented hereunder is not intended for use in connection with any nuclear facility or activity. If so used and any nuclear damage, injury or contamination occurs, the Company disclaims all responsibility of every kind, and the Customer shall indemnify the Company from any and all liability for any such damage or contamination whatsoever arising out of any such use, including the Company's negligence.

(b) In no event, whether as a result of breach of contract, warranty or tort (including negligence), shall the Company or its suppliers be liable for any consequential or incidental damages including, but not limited to loss of profit or revenues, loss of use of equipment furnished or services by the Company or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, service or replacement power, down time costs, or claims of the Customer's customer for such damages. If the Customer transfers title to or leases the products sold or serviced hereunder to any third party, the Customer shall obtain from such third party a provision affording the Company and its suppliers the protection of the preceding sentence.

(c) Except as provided in the article entitled "Patents", the Company's liability on any claim of any kind (including negligence) for any loss or damage arising out of, or resulting from this agreement, or from the performance or breach thereof, or from the products or services furnished hereunder, shall in no case exceed the price of the specific product or service which gives rise to the claim. All such liability shall terminate upon the expiration of the warranty period specified in Article 1, "Warranty".

(d) The furnishing of advice or other assistance without separate compensation therefor will not subject the Company to any liability, either in contract, warranty, tort (including negligence) or otherwise.

(e) Each of the foregoing paragraphs in this article will apply to the full extent permitted by law. The invalidity, in whole or part, of any paragraph will not affect the remainder of such paragraph or any other paragraph.

9. GENERAL

Any services furnished by the Company hereunder will be performed in compliance with the Fair Labor Standards Act of 1938, as amended and applicable. The Company will comply with applicable Federal, state and local laws and regulations as of the date of any quotation which relate to (i) equal employment opportunity (including the seven paragraphs appearing in Sec. 202 of Executive Order 11246, as amended), (ii) workmen's compensation, and (iii) the performance in the Company's facilities of the services furnished hereunder. Price and, if necessary, delivery will be equitably adjusted to compensate the Company for the cost of compliance with any other laws or regulations.

The delegation or assignment by the Customer of any or all of its duties or rights hereunder without the Company's prior written consent shall be void. Any representation, promise, course of dealing or trade usage not contained herein will not be binding on the Company. No modification, amendment, rescission, waiver or other change shall be binding on the Company unless assented to in writing by the Company's authorized representative. The validity, performance and all matters relating to the interpretation and effect of this agreement and any amendment hereof shall be governed by the law of the State of New York.

(Rev. 3/75)